

**Los Angeles County
Board of Supervisors**

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Robert G. Splawn, M.D.
Interim Chief Medical Officer

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*To improve health
through leadership,
service and education.*



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March 09, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF EXTENSION OF AGREEMENT FOR PROJECT 50 HEALTH
CARE SERVICES
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an extension of the Homeless Supportive Housing Health Care Services Agreement with JWCH Institute, Inc. and a Budget Adjustment for expenditures under this Agreement for Fiscal Year 2009-10.


IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Interim Director of Health Services (Interim Director), or his designee, to execute an amendment, effective upon execution, to extend the term of the current Project 50 Agreement No. H-703193, with JWCH Institute, Inc. (JWCH) for the period April 1, 2010 through March 31, 2011, for a maximum additional obligation of \$174,000 (Exhibit I).
2. Approve the attached Fiscal Year (FY) 2009-10 Request for Appropriation Adjustment (Exhibit II), which transfers funding from the Chief Executive Office (CEO) to the Department of Health Services (DHS)' Services and Supplies Appropriation in the amount of \$45,000 to augment the FY 2009-10 budget for the Homeless Supportive Housing Health Care Services (HSHHCS) Agreement.
3. Delegate authority to the Interim Director, or his designee, to sign

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 MARCH 9, 2010


SACHI A. HAMAI
EXECUTIVE OFFICER

amendment(s) to the Agreement that authorizes an increase to the maximum obligation of no more than 15 percent, not to exceed a maximum increase of \$26,100, contingent upon available funding from federal, State, or County funding sources and subject to prior approval by the CEO and County Counsel and notice to your Board.

4. Delegate authority to the Interim Director, or his designee, to execute amendments to extend the term of the aforementioned Agreement for two additional periods, not to exceed six months each, at no additional cost, as needed, subject to prior review and approval by the CEO and County Counsel and notice to your Board.

5. Delegate authority to the Interim Director, or his designee, to execute future amendments to the Agreement to: a) make adjustments between program budget categories, and adjust program deliverables in the Statement of Work, as needed, to adapt to changing conditions identified jointly by DHS and JWCH; b) revise or incorporate provisions consistent with all applicable federal and State law and regulations, County Ordinances and Board policy subject to prior review and approval by the CEO and Counsel and notice to your Board; and c) make appropriate changes to the Agreement to improve operational efficiencies, roll forward any unexpended funds, add clarity, and/or correct errors and omissions, subject to prior review and approval by the CEO and County Counsel and notice to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the DHS to execute an amendment, substantially, similar to Exhibit I, to extend the term of the current Agreement with JWCH, for an additional year, (\$45,000 for the remainder of FY 2009-10 and \$129,000 for nine months of FY 2010-11) for a total amount of \$174,000, from unspent Project 50 funds, in order to continue providing the health component of Project 50.

Approval of the second recommendation will allow the CEO to transfer funding in the amount of \$45,000 to DHS to augment the program for anticipated expenditures for the period April 1, 2010 through June 30, 2010.

Approval of the third recommendation will allow the Interim Director, or his designee, to increase the Agreement up to a maximum of 15 percent of the additional maximum obligation of \$174,000, not to exceed \$26,100, should additional funds be needed for unforeseen expenses, contingent upon available funding. These additional funds could also be used to increase the amount and/or frequency of services for indigent care or be used to serve additional program participants if possible.

Approval of the fourth recommendation will allow the Interim Director, or his designee, to extend the term of the Agreement for two additional six month periods, at no additional cost, to continue the provision of services after March 31, 2011, subject to available unused funds. This will enable the program to continue providing services to clients should unexpected savings occur or additional funding streams be identified.

Approval of the fifth recommendation will allow the Interim Director to make adjustment to budget categories and program deliverables which can result from program savings achieved in one area to

cover increased costs in another. For example, as participants leave the program and new participants are added, the need and mix of services may change. It will also allow the Interim Director to implement any changes which are necessary to conform to evolving State and federal law. Examples include, but are not limited to, regulations to comply with changes in the Health Information Technology for Economic and Clinical Health Act, Health Insurance Portability and Accountability Act of 1996 and Confidential Medical Information Act, etc. In addition, approval of the fifth recommendation will allow the Interim Director to make programmatic changes, as necessary, to correct ministerial errors and omissions and roll forward unexpended funds to continue to add program participants or continue services within the program.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Approval of the attached Request for Appropriation Adjustment to transfer FY 2009-10 funding from the CEO to DHS' Services and Supplies Appropriation in the amount of \$45,000 is being requested for the HSHHCS Agreement (Project 50 health component). Funding in the amount of \$129,000 will be requested in the DHS FY 2010-11 Proposed Budget. The funding source is redirected unspent Project 50 dollars at no new net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 20, 2007, your Board approved the establishment of Project 50, a two-year demonstration project providing housing and integrated supportive services to 50 vulnerable, chronically homeless single adults living on the streets of Skid Row. On January 8, 2008, your Board authorized DHS to enter into a sole source agreement with JWCH, for the provision of health care services to Project 50 participants. This agreement was executed on April 1, 2008 and extends through March 31, 2010.

Services provided by JWCH under this Agreement include primary medical care, outreach and engagement, health education, and care coordination as part of the Project 50 Integrated Supportive Services Team (ISST). Health care services are provided at an on-site clinic located in one of the Skid Row Housing Trust buildings that houses Project 50 participants. Since 2009, JWCH has provided approximately 130 medical visits per month to Project 50 participants.

As a Federally Qualified Health Center (FQHC), JWCH is able to receive enhanced Medi-Cal reimbursement for qualifying visits by Project 50 participants who are enrolled in Medi-Cal. The ISST has worked diligently to assess project participants' eligibility for benefits and to assist eligible participants in applying for and obtaining benefits for which they are entitled. The ISST has successfully obtained Medi-Cal coverage for approximately 70 percent to 75 percent of project participants.

The partnership with an FQHC leverages federal and State resources in providing health care to Project 50 participants, reducing the cost to the County. The budget for the JWCH agreement extension covers the cost of providing primary health care services to those Project 50 participants who do not have Medi-Cal benefits, and the cost of providing outreach and engagement, health education, care coordination, and administration of health care services for all Project 50

participants.

Evaluation of the impact of Project 50 has found a significant decline in the number of inpatient hospitalizations and emergency department visits by Project 50 participants in the year after enrollment, compared to the year prior to enrollment.

The recommended approval of the extension of the agreement with JWCH, effective April 1, 2010 through March 31, 2011, will ensure the continuation of vital homeless supportive housing health care services for an additional year.

The agreement has been approved as to form by County Counsel. The agreement contains your Board's required contract provisions including the recently enacted Defaulted Property Tax Reduction Program.

Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board action will allow DHS to continue to serve the County's most vulnerable homeless individuals by providing health care services for Project 50.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff", with a stylized, cursive script.

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:lb

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S.
NO. 60

January 14, 2010

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2009-10

3 - VOTES

SOURCESUSES

Homeless and Housing Program
A01-CB-26685-2000
Services and Supplies
\$45,000

Health Services Administration
A01-HS-20000-2000
Services and Supplies
\$45,000

SOURCES TOTAL: \$ 45,000

USES TOTAL: \$ 45,000

JUSTIFICATION


This budget adjustment is to provide funding to the Department of Health Services for extending the health services for the Project 50 most vulnerable single adults living on Skid Row.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18

MAR 9 2010

David L. S. [Signature]

AUTHORIZED SIGNATURE 

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

AUDITOR-CONTROLLER

BY *Karen Shikuma*

CHIEF EXECUTIVE OFFICER

BY *[Signature]*

B.A. NO. 156

Feb 18 2010

Feb. 18, 20 10

HOMELESS SUPPORTIVE HOUSING HEALTH CARE SERVICES AGREEMENT

BETWEEN

JWCH, INSTITUTE, INC. AND THE COUNTY OF LOS ANGELES

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ____ day of ____, 2010,

by and between COUNTY OF LOS ANGELES
(hereafter "County"),

and JWCH INSTITUTE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HOMELESS SUPPORTIVE HOUSING HEALTH CARE SERVICES AGREEMENT," and further identified as Agreement No. H-703193 (hereafter "Agreement");

WHEREAS, the parties wish to extend the term of the Agreement set forth herein and increase the maximum obligation under the Agreement;

WHEREAS, the parties wish to update the Agreement to current County Policies enacted after the execution of the Agreement;

WHEREAS, the parties further reserve the right to further amend this Agreement within the scope of the delegated authority granted to the Director of Health Services, or his designee, adopted March ____, 2010, Agenda Item No. ____; and

WHEREAS, the Agreement provides that changes may be made in the form of written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.

2. Paragraph No. 1 "TERM OF AGREEMENT" shall be revised to read as follows:

"1. TERM OF AGREEMENT: This Agreement shall be effective April 1, 2008 and shall continue in full force and effect to and including March 31, 2011."

3. Paragraph No. 2 "MAXIMUM OBLIGATION" shall be revised to read as follows:

"2. MAXIMUM OBLIGATION: The total maximum obligation during the term of the Agreement, April 1, 2008 through March 31, 2011, shall be Seven Hundred Three Thousand, One Hundred Ninety Seven Dollars (\$703,197) as follows.

A. During the period, April 1, 2008 through June 30, 2008, County's reimbursement to Contractor for the provision of services hereunder shall not exceed One Hundred Sixty Thousand Seven Hundred Dollars (\$160,700).

B. During the period, July 1, 2008 through June 30, 2009, County's reimbursement to Contractor for the provision of services hereunder shall not exceed Two Hundred Sixteen Thousand Two Hundred Thirty Eight Dollars (\$216,238).

C. During the period, July 1, 2009 through June 30, 2010, County's reimbursement to Contractor for the provision of services hereunder shall not exceed One Hundred Ninety Seven Thousand Two Hundred Fifty Nine Dollars (\$197,259).

D. During the period, July 1, 2010 through March 31, 2011, County's reimbursement to Contractor for the provision of services hereunder shall not exceed One Hundred Twenty Nine Thousand Dollars (\$129,000).

E. The Director reserves the unilateral right to roll forward any unexpended funds from one fiscal year to the next as determined in his sole discretion.”

4. The Agreement shall add Paragraph No. 52 which shall read:

**“52. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH
COUNTY’S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM**

52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHERE OF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and JWCH Institute, Inc., has caused this Amendment to be subscribed on its behalf by

/

/

its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

JWCH INSTITUTE, INC.

By _____
Alvaro Ballesteros
CEO, JWCH Institute, Inc.

Affix Corporate Seal Here:

APPROVED AS TO FORM

BY THE OFFICE OF THE COUNTY COUNSEL